

***Agreement
By and Between***

Citizens United

and

InfoCision
THE highest quality call center company in the world!®

***Presented by:
Mike Johnston***

Contract No.: 2017-2

**INFOCISION, INC.
MASTER SERVICES AGREEMENT**

This Agreement (the "Agreement") is made and entered into as of the last date set forth below, by and between InfoCision, Inc. dba InfoCision Management Corporation (hereinafter "InfoCision"), a Delaware corporation, having its principal address at 325 Springside Drive, Akron, OH, 44333 and Citizens United (hereinafter "Client"), a Virginia non-profit organization that is exempt from Federal Taxes under Section 501(C) (4) of the Internal Revenue Tax Code, located at 1006 Pennsylvania Ave SE, Washington, DC 20003.

WHEREAS, InfoCision has expertise and experience in planning, management, and conducting telemarketing fundraising campaigns; and

WHEREAS, Client desires to raise funds from the public through telemarketing for its political purposes, Citizens United is an organization dedicated to restoring our government to citizens' control.

NOW, THEREFORE, in consideration of the promises, the mutual covenants and Agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, InfoCision and Client agree as follows:

SECTION 1. AGREEMENT

The entire Agreement consists of the Master Services Agreement and the schedules duly marked below which are attached and fully incorporated herein. In the event the applicable schedule conflicts with this MSA, the schedule shall control.

- X Schedule B-7.1: Political Outbound – Citizens United
- X Schedule B-7.2: Political Outbound – Citizens United for the National Committee for Faith, Family and Prayer

SECTION 2. SERVICES

2.1 Marketing and Customer Care Services. During the term of this Agreement, InfoCision agrees to perform certain marketing services as set forth in the referenced schedules and in accordance with the terms and conditions contained herein (hereinafter "Services").

2.2 InfoCision Obligations. During the term of this Agreement, InfoCision shall:

- Provide Client with prompt feedback and ongoing consultation to improve any scripting and/or other calling, email, or web materials.
- Manage any inbound or outbound calls or contacts in a manner to maximize the likelihood that each Communicator will perform effectively.
- Provide Client with call and contact report information in a format mutually agreed upon by InfoCision and Client.
- Make no comment to the media regarding any activities on behalf of the Client without its prior consent.

2.3 Client Obligations. During the term of this Agreement, Client shall:

- Provide InfoCision with information required to perform the Services (collectively, the "Data") in a timely manner. Upon receipt by InfoCision of the Data, the parties shall agree upon a mutually agreeable campaign start date (Commencement Date), and if applicable in each state when the statutory number of days has elapsed after the filing of any required solicitation information.
- Approve all materials, scripts and changes provided by InfoCision within three (3) business days of receipt of said materials and/or scripts.

Rev 08.16.16

SECTION 3. PAYMENT TERMS

3.1 Invoices; Finance Charge. Client shall be invoiced weekly in accordance with the schedule and prices set forth on the referenced schedules. Payment of invoices is due thirty (30) days from the date of invoice, provided, however, all invoices received for services rendered through December 15th must be paid by December 31st. Any invoices outstanding after 30 days from the date of the invoice will accrue a 1.5% interest charge (not applicable to lock boxes). An additional 1.5% charge would be incurred each 30-day period any invoice remains outstanding. Client shall pay all service, sales, use and value-added taxes, duties, assessments and any other taxes or fees which may be assessed or levied by any governmental or regulatory authority with respect to the Services provided by InfoCision to Client pursuant to this Agreement.

3.2 Nonpayment; Withholding Data. If InfoCision has not received payment of an invoice within thirty (30) days from the invoice date, InfoCision shall have the right, exercisable with written notice to Client to (i) withhold all data in the possession of InfoCision at that time, (ii) refuse to furnish data until such outstanding invoices are brought current and (iii) suspend and/or cancel any and all Services being provided to Client until such outstanding invoices are brought current.

3.3 Price Change. InfoCision reserves the right to evaluate the prices paid by Client six (6) months after the Effective Date hereof and every six (6) months thereafter. Client agrees to negotiate, in good faith, any changes to the fees after InfoCision sends written notice to Client of any such changes in fees.

3.4 Billing Disputes. In the event the Client, in good faith, disputes InfoCision's computation of amounts due and owing within all applicable period of limitation, Client may withhold payment of the disputed amount. Client must pay all charges which are not in dispute in accordance with the payment terms set forth in this Section. An amount will not be considered "in dispute" until Client has provided InfoCision with written documentation explaining the disputed amount and describing the factual and legal basis for the dispute. Client must cooperate with InfoCision to resolve any dispute expeditiously. All disputed amounts are due and payable immediately upon InfoCision's written denial of the dispute. Disputed amounts which are found to be payable will be subject to all finance charges applicable set forth from the original invoice date. Any invoice or part of an invoice not disputed within sixty (60) days of date of invoice shall be regarded conclusively as undisputed.

SECTION 4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be in accordance with the term as set forth in the applicable schedules and shall continue until terminated in accordance with this section 4. All renewals shall be subject to mutually agreeable terms.

4.2 Termination for Cause. Notwithstanding any other provision in this Section 4, either party may terminate this Agreement with ten (10) days written notice to the other party of the termination date, if either party (i) falsified information that led to this Agreement; (ii) materially breaches any of its obligations hereunder and such failure to perform remains uncured after ten (10) days from written notice by the non-breaching party.

4.3 Termination without Cause. Unless otherwise set forth in the applicable schedule, this Agreement may be terminated by either party in its sole discretion without penalty or termination fees upon a minimum of thirty (30) days written notice to the other party, unless otherwise set forth in the applicable schedule. All reasonable fees which are accrued through this termination will still be due from the Client and subject to all terms set forth within this Agreement. InfoCision shall return all funds received for services not yet performed and return, erase, or destroy any confidential material of the Client as requested by the Client.

4.4. Termination for Insolvency. If either party files a petition in bankruptcy, is adjudicated bankrupt, becomes insolvent, makes an assignment for the benefit of its creditors, has a receiver appointed for it or its business, or has a petition in bankruptcy filed against it that is not discharged within sixty (60) days, then the other party may terminate the Agreement upon written notice.

4.5 Survival. The terms and conditions contained in this Agreement with respect to Invoices, Finance Charges, Billing Disputes, Intellectual Property, Mutual Indemnification, Infringement Indemnification, Limitation of Liability, Confidential Information, Non-Disclosure of Relationship, and Jurisdiction and Venue shall survive termination of this Agreement, regardless of the reason for termination. The rights and obligations under this Agreement shall survive any merger or sale of either party and shall be binding upon the successors and permitted assigns of each party.

SECTION 5. REPRESENTATIONS AND WARRANTIES

5.1 Authorization: Compliance with Laws. Client is fully authorized to provide the products and/or services being offered to the prospects and customers pursuant to the solicitations to be made by InfoCision under this Agreement. Client further represents and warrants to InfoCision that all products and/or services and the offering of all products and/or services to be provided by Client to the prospects and customers will fully comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, any federal or state legislation regarding telephone or internet marketing, if applicable.

5.2 Information. Client has provided InfoCision with all necessary information concerning the products and/or services to be marketed pursuant to this Agreement to enable InfoCision to assist in the development of telephone and email marketing scripts containing the disclosures required by any regulation or law specifically applicable to such products and/or services. All such information is true and correct and, if applicable, consistent with representations made by or on behalf of Client in the marketing of such products and/or services in other media. Client will immediately inform InfoCision of any changes in its policies or practices or in the description of such products and/or services that may require a change in such disclosures. If applicable, Client further represents and warrants that product labeling, packaging and instructions comply with applicable law.

5.3 Disclosure. Other than published state and federal laws and published rules and regulations of the Federal Communications Commission and the Federal Trade Commission, Client represents there are no court decrees, orders, judgments or consent Agreements and no pending formal or informal state or federal governmental investigations that would bar the marketing of the products and/or services that are the subject of this Agreement or Client's business. Client will immediately inform InfoCision of any change in the status of such matters or the institution of investigations under applicable laws and regulations as soon as it becomes aware of them.

5.4 InfoCision Performance. InfoCision shall perform all duties and obligations required of it pursuant to this Agreement in accordance with accepted industry standards. InfoCision represents to Client that it will comply with all applicable federal, state and local laws, rules and regulations. Except as set forth in the immediately preceding sentence, INFOCISION MAKES NO EXPRESS OR IMPLIED WARRANTIES OR GUARANTEES (WHETHER IMPLIED IN FACT OR IN LAW) regarding the amount of revenues, proceeds, or funds that will be raised or generated by the performance of this Agreement. InfoCision has made no affirmations of fact or other representations to the Client other than those expressly set forth in this Agreement and Client hereby agrees that it has not relied on any affirmation of fact or other representation from InfoCision in entering into this Agreement other than those expressly set forth in this Agreement.

5.5 Performance Measures. Projected performance measures may be set as agreed upon by the parties. Such measures are typically reached over a certain cycle of time. Therefore, in the event performance measures are set forth in the applicable schedule(s), they will be measured on a cycle as agreed upon in the schedule and not on a daily basis. No credits will be given for a particular incident occurring on a particular day or from a particular incident if the performance measures are met over the time agreed upon by the parties.

SECTION 6. HOURS OF OPERATION

Unless otherwise set forth in the attached schedules, the following regular hours of operation apply:

6.1 Inbound. InfoCision is available to take calls 24 hours a day, 7 days a week, 365 days a year at standard cost unless designated representatives are added. InfoCision provides blended staffing Monday – Saturday, 8:00 AM to 11:00 PM EST. Sunday, 12:00 PM – 9:00 PM EST. Times outside of these hours are handled by a more limited staff of 15-20 Communicators on shared inbound through a combination of InfoCision's call centers including Work-At-Home Communicators, IVR, and designated overflow partners. Additional staffing above those previously scheduled are available at a dedicated rate as set forth in the pricing agreement.

6.2 Outbound. Telephone calls will be made during reasonable hours as determined by InfoCision and Client as mutually agreed upon and in compliance with state and federal laws.

SECTION 7. STAFFING (Inbound Campaigns Only)

Client will provide InfoCision with a minimum of five (5) business days (excluding holidays) prior written notice of changes in broadcast schedules, product offers, or the display of toll-free number(s).

7.1 Underforecasted Calls. In the event that actual call volume received is greater than one hundred and twenty percent (120%) of what was projected by Client, no performance measures will apply.

7.2 Overforecasted Calls. In the event that staffing is increased at Client's request during non-regular business hours (Monday – Saturday, 11:00 PM – 8:00 AM EST, Sunday 8:00 AM – 12:00 PM and 9:00 PM – 12:00 AM EST, including holidays) and actual call volume received is less than eighty percent (80%) of what was projected by Client, Client will be charged an additional fee to offset the cost of the overstaffing.

The additional fee will be billed as follows:

Fee = ((number of calls projected * .80) – (number of calls actually received)) * average call length in minutes * per minute charge.

7.3 Unforecasted Calls. In the event no call volume or master schedule is provided, no performance measures will apply.

SECTION 8. OWNERSHIP AND PROPERTY RIGHTS

8.1 Intellectual Property. InfoCision and Client agree that all scripts, training manuals and any other materials created specifically for the marketing of Client's products and services shall remain the exclusive property of Client. Client's intellectual property shall be returned by InfoCision to Client or destroyed by InfoCision at the Client's discretion. None of the intellectual property shall be disclosed or distributed to any other party in whole or in part. The parties further agree that the software, technology and operating applications owned by InfoCision shall remain the exclusive property of InfoCision during and after the completion of Client's work.

8.2 Caller Information. InfoCision acknowledges that all call data and all customer information provided by Client will remain the property of Client, and shall not be used or sold by InfoCision, subject to the terms of this Agreement. However, InfoCision shall, without liability or obligation, utilize its database to confirm caller name, address and telephone number and may update and supplement Client's database with name, address and telephone number obtained as a result of providing Services hereunder. Client shall not have any implied license to use InfoCision's database or otherwise have any right to or in InfoCision proprietary or licensed data.

8.3 Non-Connect Information. Client acknowledges that in the course and scope of this contract, InfoCision may acquire non-connect information, including but not limited to the following: wrong number, unreachable number, new number, answering machine number, best time to call information, and tri-tone errors. The parties agree that the newly acquired non-connect information may be used to update client's database, and also may be used to update InfoCision's database.

8.4 Negative Call Data. InfoCision may without liability or obligation continue to develop an existing matrix of negative completed call data in an attempt to maximize the efficiency and effectiveness of InfoCision's services to client. InfoCision's accumulated negative completed call data will be made available to Client and any new information obtained during Client's campaign may be utilized on a global basis by InfoCision.

8.5 Reassigned Cell Phone Numbers. InfoCision may without liability or obligation update the InfoCision database and the Client's calling files upon identifying cell phone numbers that have been reassigned. Any calls made will be pursuant to TCPA requirements and the data compiled may be shared with other InfoCision clients.

SECTION 9. INDEMNIFICATION AND LIMITATION OF LIABILITY

9.1 MUTUAL INDEMNIFICATION. EACH PARTY (THE "INDEMNIFYING PARTY") AGREES TO INDEMNIFY AND HOLD HARMLESS THE OTHER PARTY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS AND ITS AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, JUDGMENTS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF ANY INVESTIGATION OR ACTION RELATED THERETO) ("LOSSES") SUFFERED OR INCURRED BY THE INDEMNIFIED PARTIES ARISING OUT OF ANY THIRD-PARTY ACTION, CLAIM, DEMAND, SUIT OR PROCEEDING RESULTING FROM (I) AS A RESULT OF THE INDEMNIFYING PARTY'S FAILURE TO PERFORM OR IMPROPER PERFORMANCE OF THIS AGREEMENT; OR (II) FROM THE BREACH OR INCORRECTNESS OF ANY REPRESENTATION OR WARRANTY MADE HEREIN BY THE INDEMNIFYING PARTY. FURTHER, CLIENT SHALL INDEMNIFY AND HOLD INFOCISION HARMLESS FROM ANY LOSSES ARISING OUT OF ANY SCRIPTS AND/OR SUPPORT MATERIALS PROVIDED OR APPROVED BY CLIENT AND HEREBY RELEASES INFOCISION FROM ANY LOSSES IN CONNECTION THEREWITH. *THE INDEMNIFIABLE LOSSES UNDER THIS SECTION FURTHER INCLUDES ALL FINES INCURRED BY A PARTY REGARDING REGISTRATION DUE TO THE OTHER PARTY'S FAILURE TO COMPLY IN A TIMELY MANNER WITH STATE REGISTRATION REQUIREMENTS INCLUDING BUT NOT LIMITED TO SOLICITATION NOTICES AND FINANCIAL STATEMENTS.*

9.2 INFRINGEMENT INDEMNIFICATION. CLIENT AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS INFOCISION AND ITS AFFILIATES AND THEIR RESPECTIVE, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LOSSES AND THREATENED LOSSES SUFFERED OR INCURRED BY SUCH INDEMNIFIED PARTIES ARISING FROM, IN CONNECTION WITH, OR BASED ON ALLEGATIONS WHENEVER MADE, OF ANY THIRD-PARTY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF ANY

INTELLECTUAL PROPERTY RIGHTS, ALLEGED TO HAVE OCCURRED BECAUSE OF CLIENT RESOURCES OR ASSETS PROVIDED TO INFOCISION BY CLIENT.

9.3 Limitation of Liability. In no event shall either party be liable to the other for (i) any special, incidental or consequential damages of any kind (including, without limitation, lost profits); (ii) any punitive damages arising by virtue of any dealings between the parties; and (iii) any claims or demands against Client by a third party arising out of, or connected with the Services. The terms and provisions of this section constitute a material inducement for the parties entering into this Agreement. The limitations set forth in this Section 9.3 shall not apply to a party's indemnification obligations under this Agreement or with respect to any damages resulting from a party's gross negligence or willful and reckless misconduct.

SECTION 10. CONFIDENTIALITY / NON-DISCLOSURE / NON-SOLICITATION

10.1 Confidential Information. InfoCision and Client acknowledge that in the course of dealings between the parties, each party will acquire highly confidential information about the other party, including, but not limited to, its business activities and operations, its technical and non-technical information, Client's customer data and personally identifiable information (PII), and other information, scripts, training manuals and processes, intellectual property, and trade secrets, ("Confidential Information"). "Personally Identifiable Information" or "PII" means any information to which Client is provided access that could identify an individual, either directly or indirectly, including without limitation the individual's name; address; social security number; driver's license number, phone number or e-mail address; passwords; or health, financial or employment information. Each party shall hold such Confidential Information in strict confidence and shall not reveal the same. Confidential Information shall not include any information generally available to or known to the public, excluding personally identifiable information (PII) known prior to the negotiations leading to this Agreement, independently developed outside the scope of this Agreement, or lawfully disclosed by a third party or tribunal. The Confidential Information of each party shall be safeguarded by the other to the same extent that it safeguards its own confidential methods or data relating to its own business, but no less than a reasonable degree of care. If any disclosure of Confidential information is required by law from either party, that party will notify the other promptly and will provide such cooperation to the other, at the other's expense, as may reasonably be requested to oppose the disclosure. If either party violates the terms of this confidentiality clause, the other party shall have the right to seek injunctive relief in addition to any other rights and remedies that party may be entitled to in a court of law.

10.2 Non-disclosure of Relationship. Except as disclosure is contemplated or necessary under the intent of this Agreement or as required by applicable law, each party agrees that it will not disclose either expressly or by implication the existence of this Agreement or the relationship created under (e.g., press releases or other public disclosures) to any third party without the express written consent of the other party. Further, except as provided by the last sentence of the immediately preceding subsection (Confidential Information), both parties agree to maintain complete confidence and secrecy with respect to the pricing, terms and conditions of this Agreement.

10.3 Proprietary Marks. Except as otherwise set forth in this Agreement and except as necessary to the performance of this Agreement, each party agrees that it shall not use the trade name (or any variations of such name), logo, trademarks or any proprietary marks of the other party or mention the other party in any sales literature, advertising brochures or other business materials, without the express written consent of the other party.

10.4 Non-Solicitation of Employees. During the term and for a period of one (1) year after the termination or expiration of this Agreement, each party agrees that it shall not, without prior written consent of the other, directly or indirectly solicit for employment any Person employed or retained by the other party (including without limitation, as an employee or independent contractor or agent known to be exclusively engaged by the other party) with whom such party had contact prior to the said termination

or expiration of this Agreement. Notwithstanding the foregoing, this Section shall not preclude a party from hiring any Person so employed or retained by the other party where such Person independently responds to an employment opportunity broadcast to the general public (e.g., via newspaper, magazine, broadcast, Internet, etc).

SECTION 11. DATA SECURITY

11.1 Definitions.

a. Sensitive Data. "Sensitive Data" means all data, on any storage media or in any form or format, which requires protection due to the risk of harm that could result from inadvertent or deliberate disclosure, alteration, or destruction of the information and includes information that if improperly used or disclosed could adversely affect the ability of InfoCision or Client to accomplish its mission, proprietary information, and records about individuals requiring protection under applicable confidentiality provisions.

b. Cardholder Data. "Cardholder Data" or "CHD" means information concerning payment instruments and transactions, including, but not limited to, cardholder name, primary account numbers (PAN), security codes, service codes (i.e. the three- or four-digit number on the magnetic stripe that specifies acceptance requirements and limitations for a magnetic stripe read transaction) valid to and from dates, as well as information and data related to card or Cardholder transactions using payment instruments and methodologies (i.e., charge, credit, debit and prepaid) regardless of whether or not a physical card is used in connection with such transactions, and such other information that may be subject to the PCI Standards. Personally identifiable information (PII) is considered CHD when used in conjunction with credit card information identified above.

c. PCI Standards. "PCI Standards" means the security standards for the protection of Cardholder Data with which the payment card companies collectively or individually require merchants to comply, including the Payment Card Industry Data Security Standards (PCI-DSS) and PCI Payment Application (PCI PA-DSS) specifications and standards currently in effect and as they may be updated from time to time.

d. Accessing Call Audio. "Accessing Call Audio" includes any or all of the following; a) live call monitoring, b) playing of recorded audio, c) transmission of audio data files and d) storage of audio data files.

11.2 PCI DSS Compliance. The parties hereby agree that, unless an applicable Schedule includes the requirement for Accessing Call Audio containing CHD, the requirements set forth in Section 11 shall not apply. Client understands that Accessing Call Audio containing CHD may constitute "Transmission" and/or "Storage" of CHD. As Client may encounter cardholder or other sensitive data in the course of accessing call audio, it is hereby understood that both Client and InfoCision will meet and maintain PCI DSS compliance. Both InfoCision and Client may be required to periodically demonstrate to each other compliance with PCI DSS (Payment Card Industry Data Security Standard). The compliance process requires both parties to undergo an assessment that includes all the system components used to process, store or transmit Cardholder data, and any other component that resides on the same network segment that those system components, hereinafter known as "System Components in Scope". Both parties will achieve and maintain PCI DSS compliance against the current version of PCI DSS published on the PCI SSC (PCI Security Standards Council) website. As evidence of compliance, each party will provide when requested, a current Attestation of Compliance signed by a PCI QSA (Qualified Security Advisor). If a party is unable to provide a current Attestation of Compliance, that party will allow the other party's QSA to assess all the system components in scope that are hosted or managed by that party and the related processes used to process, transmit or store Cardholder data.

11.3 PCI DSS Documentation. Both Client and InfoCision will create and maintain reasonably detailed, complete and accurate documentation describing the systems, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure Cardholder or other sensitive data. Such documentation will conform to the most current version of PCI DSS. Each party will, upon written request by the other party, make such documentation and the individuals responsible for implementing, maintaining and monitoring those system components and processes available to: a) QSA's, forensic investigators, consultants or attorneys retained by that party to facilitate audit and review of that party's PSI DSS compliance and b) Client or InfoCision's IT Audit Staff.

11.4 PCI DSS Security. Each party will use reasonable precautions, including but not limited to physical, software, and network security measures, employee screening, training, and supervision and appropriate agreements with employees, to prevent anyone other than InfoCision or Client or its authorized employees and agents from monitoring, using, gaining access to or learning the import of cardholder or other sensitive data; protect appropriate copies of CHD or other sensitive data from loss, corruption or unauthorized alterations; and prevent the disclosure of CHD or other sensitive data passwords and other access control information to anyone other than authorized employees.

11.5 Security Breach. Each party will periodically test and re-evaluate the effectiveness of such precautions. Each party will notify the other party within 24 hours if such precautions are violated and the Cardholder or other sensitive data is affected thereby or passwords or other access information is disclosed. Notwithstanding the foregoing, InfoCision and its employees and agents may use, process, view the contents of or monitor Cardholder or other sensitive data to the extent necessary for InfoCision to perform under this agreement.

SECTION 12. USE OF OUTSIDE CONSULTANTS

InfoCision may at times utilize outside consultants and compensate them for their services. The use of consultants is for the mutual benefit of InfoCision and their clients. For example, InfoCision has an exclusive relationship with CommSense, LLC to handle bilingual services on behalf of InfoCision clients. Because InfoCision's services are billed at the same rates irrespective of whether a consultant is involved, the use of paid consultants by InfoCision is at their sole discretion. Any outside consultants used will be held to the confidentiality agreement stated above in Section 10 of this Agreement.

SECTION 13. GENERAL

13.1 Force Majeure. Each party hereto (other than the obligation of Client to make payments for any services rendered hereunder) shall be excused from performing any obligations under this Agreement, in whole or in part, as a result of delays or interference caused by the other party or by an act of God, war, labor disputes, strikes, floods, lightning, severe weather, shortage of materials, failure or fluctuations in electrical power, heat, light, air conditioning, disruption of a line, service or program by a common telecommunications carrier or billing services provider, disruption or malfunction of any data processing or telecommunications network, facility or equipment, third-party nonperformance, or other cause beyond a party's reasonable control and such nonperformance shall not be deemed a default hereunder or a basis for termination hereof.

13.2 Jurisdiction and Venue. This Agreement is deemed to be entered into and executed in the State of Ohio and shall be governed by the laws of the State of Ohio without resort to its choice of law provisions. Client consents to personal jurisdiction in the State of Ohio.

InfoCision and Client agree that any lawsuit or other claim involving any dispute between the parties shall be filed only in the Summit County, Ohio Common Pleas Court or the United States District Court for the Northern District of Ohio, Eastern Division.

13.3 Compliance with State Law and Registration Requirements. Client and InfoCision agree that each party is responsible for complying with its duties and registration obligations pursuant to the laws and regulations of each state. Each party shall bear its own registration and licensing costs and fees, all penalties for non-compliance, and all expenses and fees incurred as a result of any administrative or legal actions resulting from its non-compliance. Provided however, fines incurred by InfoCision resulting from the negligence of the Client shall be subject to indemnification as set forth in section 9.

13.4 Entire Agreement. This Agreement and any Schedules/Exhibits attached hereto constitute the entire Agreement between the parties hereto as to the subject matter hereof and supersedes any prior Agreements or understandings relating to the subject matter. This Agreement may not be modified or amended except by a written instrument duly signed by both parties hereto. In the event any terms in the Master Service Agreement and the Schedules conflict, the terms in the Schedule shall have priority by order of most recently executed.

13.5 Independent Contractors. Nothing contained in this Agreement shall be construed or interpreted by the parties hereto, or by any third party, as creating a relationship of principal and agent, partnership, joint venture or any other relationship between the parties other than that of independent contractors contracting for the provision and acceptance of Services. Each party will be responsible for hiring, supervising and compensating its own employees and for providing benefits to and withholding taxes for such employees.

13.6 Notice. All notices or other communications hereunder shall be in writing and shall be given by hand delivery, facsimile, or US mail, postage prepaid, addressed to the persons and addresses referenced below in this Agreement. The notice or communication shall be deemed to have been given or made: as of the date so delivered, if delivered personally; if via facsimile, if so acknowledged during business hours on the business day in the city where received; or if sent by certified mail return receipt requested day, three business days after so mailed.

Jeffrey LeBlanc
InfoCision Management Corporation
325 Springside Drive
Akron, Ohio 44333

David Bossie
Citizens United
1006 Pennsylvania Ave SE
Washington, DC 20003

13.7 Assignment. This Agreement shall be binding on the parties hereto and their respective successors and assigns, except that neither party shall assign its rights, duties or obligations hereunder without the other party's prior written consent, which shall not be unreasonably withheld. Notwithstanding, InfoCision retains the right to assign the Agreement to any of its subsidiaries at its sole discretion.

13.8 Severability. No term or provision of this Agreement that is determined by a court of competent jurisdiction to be invalid or unenforceable shall affect the validity or enforceability of the remaining terms and provisions of this Agreement.

13.9 Waiver. The waiver by either party, or the failure by either party to claim a breach of any provision of this Agreement or to give notice with respect thereto, shall not be held to be a waiver of any subsequent breach of such provision or any other provision in this Agreement.

13.10 Equitable Relief. Nothing in this Agreement shall prevent a party from seeking equitable relief in one of the courts having exclusive jurisdiction as provided by this Agreement.

13.11 Limits on Actions. No action, regardless of form, in any way arising out of or in any way related to this Agreement may be brought more than one year after the cause of action accrued, except that for default in payment may be brought within two years of the date of the last payment.

13.12 Headings. The headings set forth in this Agreement are for the convenience of reference only and shall not be deemed a substantive part of this Agreement.

The parties hereto have caused this Agreement to be executed by their duly authorized representative as of the last date set forth below. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

Citizens United

By: 

Print Name: Michael Boos _____

Title: Executive Vice President _____

Date: 1/6/2017

By: 

Print Name: JT Mastranadi _____

Title: Vice President – Government Affairs _____

Date: 1-6-2017

InfoCision, Inc. dba InfoCision Management Corporation

By: 

Printed Name: Steve Brubaker

Title: Chief of Staff

Date: 1/6/17

By: 

Printed Name: Jeffrey LeBlanc

Title: Vice President of Client Services

Date: 1/10/17

**SCHEDULE B-7.1
POLITICAL OUTBOUND – CITIZENS UNITED
SCOPE OF WORK, PROGRAM SPECIFICS, AND PRICING**

SECTION 1. TERM

This Agreement is for the 24 month period beginning January 1, 2017, and ending December 31, 2018.

SECTION 2. ENGAGEMENT OF INFOCISION, LIMITATIONS ON AUTHORITY OF INFOCISION

Client hereby grants InfoCision the right during the term of this Agreement to plan, prepare, manage, and conduct outbound and outbound/inbound telemarketing campaigns to active, lapsed, or potential donors.

Development and conduct of this fundraising campaign shall be subject to Client's right of written approval as set forth in section 5 hereto.

SECTION 3. PURPOSE OF AGREEMENT

Client enters into this Agreement with InfoCision in order to combine the functions and expenses of public education, program service, advocacy, donor acquisition, and donor reactivation, all as to advance the agenda of Client.

All oral presentations and printed material shall either be created by Client and/or developed by InfoCision to stress the above and foregoing program service information and public education function. All materials created by InfoCision shall be reviewed and approved by the representatives of Client.

SECTION 4. ACCESS TO BOOKS AND RECORDS

The parties mutually acknowledge and agree that it is a combination of the functions of donor acquisition, donor renewal, public education, and program service, which has induced Client to enter into this Agreement. The parties further acknowledge and agree that in accordance with generally accepted accounting procedures, as promulgated by AICPA Statement of Position Paper 98-2, expenses incurred in joint activities may be allocated between same. Therefore, InfoCision agrees to make available to the accountant who represents Client, from time to time, as may reasonably be required, such information as may be necessary to accomplish such allocations on behalf of Client.

SECTION 5. DUTIES OF INFOCISION

- (a) During the term of this Agreement, InfoCision shall plan, prepare, and conduct a telemarketing campaign.
- (b) In addition, InfoCision shall:
 - (i) ensure that each telephone Communicator used in the campaign is familiar with goals and economic policies that Client supports; and
 - (ii) provide questions and answer information regarding the economic policies and goals of Client for use by the Communicators; and
 - (iii) provide telemarketing scripts to the representatives that are equally dedicated to the fundraising appeal.

SECTION 6. IMPLEMENTATION OF TELEMARKETING PROGRAM

For the convenience of Client, InfoCision will:

- (a) Develop scripts, training materials, and fulfillment packages, which must be approved by Client.
- (b) Provide, train, and manage telephone Communicators.
- (c) Contact donors in accordance with Client's instruction.
- (d) Prepare and send all mailings, which include a confirmation letter, which is defined as original fulfillment device and the reminder letters.
- (e) Advance appropriate postage not provided by Client.
- (f) Report results during and upon completion of calling.

SECTION 7. FULFILLMENT OF TELEPHONE PLEDGES

Client hereby authorizes InfoCision, on its behalf and otherwise as its agent to:

- (a) Send follow-up letters by first class mail the day following the phone call to each respondent who agrees to pledge or consider making a donation.
- (b) Send reminder mailings to those people who have not responded within appropriate periods of time after the original phone date.

SECTION 8. REPORTING

InfoCision agrees to report the results of calls made Monday through Thursday evening the next day, and the results of Friday, Saturday, and Sunday on Monday. A completed call is defined as any contact that results in a final yes, no or maybe decision being made by the donor/prospect.

SECTION 9. BREAK-EVEN GUARANTEE FOR PROSPECTING

Client's liability for Prospecting costs incurred under this Agreement shall not exceed the gross telemarketing income generated under the agreement. Any Prospecting costs incurred in excess of the gross telemarketing income shall be borne by InfoCision.

In the event that the entire telemarketing income generated under this Agreement is insufficient to cover all the telemarketing expenses of these Prospecting programs, InfoCision will have the right to re-call those who pledged a gift, up to two times, within a time period not to exceed 18-months from when the pledge was originally generated. In the event this occurs and the contract is terminated or not renewed, InfoCision shall have 60 days to be able to complete the recalls. Client must approve the content of any script utilized to make these recalls; and approval will not be unreasonably withheld.

In addition, InfoCision may require Client to place newly acquired donors, volunteers, and non donors on a list rental and exchange market place to a List Brokerage Firm of InfoCision's choice. In that event, Client will provide the Firm with the necessary information and pay the Firm commissions at the typical market rate (approximately 40%). All remaining proceeds will go to InfoCision. Client agrees to provide InfoCision with monthly summary reports of list rental income. Both methods may be used at InfoCision's discretion until all telemarketing expenses for prospecting are satisfied.

SECTION 10. LIST OWNERSHIP

All lists and files generated under this Agreement, including donor names, addresses, telephone numbers, contribution amounts and other identifying information, shall be the exclusive property of Client. InfoCision shall have no ownership interest or rights with respect to any such lists and/or files.

InfoCision guarantees the confidentiality of all donor files and any information about the donors of Client. Under no circumstances will InfoCision knowingly, or willingly share, disclose, sell, or make available any Client donor names, addresses, telephone numbers, or giving history, to any outside parties. The names will be used as may be necessary to implement any agreed upon telemarketing program on behalf of Client, and only then with the knowledge of Client.

SECTION 11. TERMINATION

Client recognizes that in order to develop the regular and business prospecting programs, InfoCision has made substantial investments in personnel, equipment, and facilities. In light of these investments, should Client wish to terminate either the regular prospecting or business prospecting programs, which it may do without cause, Client agrees to give InfoCision 60 day's written notice of such intent, and all such calls made under this termination provision will be subject to the Breakeven Guarantee contained in Section 9 of this schedule.

In regard to the housefile program, this Agreement may be terminated without cause by either party upon 60 days written notice.

Subject to the above, Client reserves the right to terminate this Agreement or any segment thereof at any time, based on daily calling results. In such event, any outstanding InfoCision invoices for work performed prior to the effective date of termination (the effective date being 60 days written notice of termination under Section 11 is given) will be due and payable as per the terms of this Agreement.

SECTION 12. COMPENSATION TO INFOCISION

12.1 Charges for services for completed telephone calls and other costs shall be as follows:

Telemarketing Program

Communicator Presentation – Regular Donor Prospecting	\$ Up to 2.50 per completed call
Communicator Presentation – Regular Donor Housefile	\$ Up to 4.00 per completed call
Communicator Presentation - Inbound	\$ Up to 0.95 per minute rounded
Communicator Presentation – Manual Dial Cell Phone	\$ Up to 0.95 per minute rounded
Credit Card/Check by Phone Processing	\$ 2.00 per transaction

Fulfillment Costs

Shipping, Mail, Express	At Cost
Fulfillment Letters	\$ 1.01 plus postage and stationery *
List Rentals/Outside Purchases	All list rentals and outside purchases of both products and services procured by InfoCision will be billed at cost plus a 17.65% mark-up.

Creative Services

\$ 85.00 per hour

* Normal InfoCision fulfillment package includes live first class postage on the carrier and return envelopes.

12.2 Post Office Box. Client agrees to allow InfoCision to use the fundraising post office box previously established in a location determined by Client. This separate P.O. Box will be used as the return address on all follow-up mailings sent out by InfoCision.

12.3 Bank Account. InfoCision will facilitate the set-up of a bank account in Client's name at First Virginia Community Bank. All mail received at the P.O. Box will be forwarded directly to the bank, by the Post Office, for caging and deposit into this account within 2 days.

Client will receive all gift information, either original documents or in computer format, for posting to its own records on a prompt basis.

InfoCision will bill Client on a weekly basis, and the funds in this account will first be used to pay InfoCision's approved and outstanding invoices, as well as any bank charges. All remaining funds in the account are to be retained by Client.

Attached hereto and marked Exhibit I are provisions that may be required by various states.

The parties have executed this Agreement as of the last date set forth below.

Citizens United

By: 

Print Name: Michael Boos _____

Title: Executive Vice President _____

Date: 1/6/2017

By: 

Print Name: JT Mastranadi _____

Title: Vice President – Government Affairs _____

Date: 1-6-2017

InfoCision, Inc. dba InfoCision Management Corporation

By: 

Print Name: Steve Brubaker

Title: Chief of Staff

Date: 1/6/17

By: 

Print Name: Jeffrey LeBlanc

Title: Vice President of Client Services

Date: 1/10/17

SCHEDULE B-7.2
POLITICAL OUTBOUND – CITIZENS UNITED FOR THE NATIONAL COMMITTEE FOR FAITH,
FAMILY AND PRAYER
SCOPE OF WORK, PROGRAM SPECIFICS, AND PRICING

SECTION 1. TERM

This Agreement is for the 24 month period beginning January 1, 2017, and ending December 31, 2018.

SECTION 2. ENGAGEMENT OF INFOCISION, LIMITATIONS ON AUTHORITY OF INFOCISION

Client hereby grants InfoCision the right during the term of this Agreement to plan, prepare, manage, and conduct outbound and outbound/inbound telemarketing campaigns to active, lapsed, or potential donors.

Development and conduct of this fundraising campaign shall be subject to Client's right of written approval as set forth in section 5 hereto.

SECTION 3. PURPOSE OF AGREEMENT

Client enters into this Agreement with InfoCision in order to combine the functions and expenses of public education, program service, advocacy, donor acquisition, and donor reactivation, all as to advance the agenda of Client.

All oral presentations and printed material shall either be created by Client and/or developed by InfoCision to stress the above and foregoing program service information and public education function. All materials created by InfoCision shall be reviewed and approved by the representatives of Client.

SECTION 4. ACCESS TO BOOKS AND RECORDS

The parties mutually acknowledge and agree that it is a combination of the functions of donor acquisition, donor renewal, public education, and program service, which has induced Client to enter into this Agreement. The parties further acknowledge and agree that in accordance with generally accepted accounting procedures, as promulgated by AICPA Statement of Position Paper 98-2, expenses incurred in joint activities may be allocated between same. Therefore, InfoCision agrees to make available to the accountant who represents Client, from time to time, as may reasonably be required, such information as may be necessary to accomplish such allocations on behalf of Client.

SECTION 5. DUTIES OF INFOCISION

- (a) During the term of this Agreement, InfoCision shall plan, prepare, and conduct a telemarketing campaign.
- (b) In addition, InfoCision shall:
 - (i) ensure that each telephone Communicator used in the campaign is familiar with goals and economic policies that Client supports; and
 - (ii) provide questions and answer information regarding the economic policies and goals of Client for use by the Communicators; and
 - (iii) provide telemarketing scripts to the representatives that are equally dedicated to the fundraising appeal.

SECTION 6. IMPLEMENTATION OF TELEMARKETING PROGRAM

For the convenience of Client, InfoCision will:

- (a) Develop scripts, training materials, and fulfillment packages, which must be approved by Client.
- (b) Provide, train, and manage telephone Communicators.
- (c) Contact donors in accordance with Client's instruction.
- (d) Prepare and send all mailings, which include a Confirmation Letter, which is defined as original fulfillment device and the reminder letters.
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In the event that the entire telemarketing income generated under this Agreement is insufficient to cover all the telemarketing expenses of these Prospecting programs, InfoCision will have the right to re-call those who pledged a gift, up to two times, within a time period not to exceed 18-months from when the pledge was originally generated. In the event this occurs and the contract is terminated or not renewed, InfoCision shall have 60 days to be able to complete the recalls. Client must approve the content of any script utilized to make these recalls; and approval will not be unreasonably withheld.

In addition, InfoCision may require Client to place newly acquired donors, volunteers, and non donors on a list rental and exchange market place to a List Brokerage Firm of InfoCision's choice. In that event, Client will provide the Firm with the necessary information and pay the Firm commissions at the typical market rate (approximately 40%). All remaining proceeds will go to InfoCision. Client agrees to provide InfoCision with monthly summary reports of list rental income. Both methods may be used at InfoCision's discretion until all telemarketing expenses for prospecting are satisfied.

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SECTION 11. TERMINATION

Client recognizes that in order to develop the regular and business prospecting programs, InfoCision has made substantial investments in personnel, equipment, and facilities. In light of these investments, should Client wish to terminate either the regular prospecting or business prospecting programs, which it may do without cause, Client agrees to give InfoCision 60 day's written notice of such Intent, and all such calls made under this termination provision will be subject to the Breakeven Guarantee contained in Section 9 of this schedule.

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Subject to the above, Client reserves the right to terminate this Agreement or any segment thereof at any time, based on daily calling results. In such event, any outstanding InfoCision invoices for work performed prior to the effective date of termination (the effective date being 60 days written notice of termination under Section 11 is given) will be due and payable as per the terms of this Agreement.

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Communicator Presentation - Inbound	\$	Up to 0.95	per minute rounded
Communicator Presentation – Manual Dial Cell Phone	\$	Up to 0.95	per minute rounded
Management Fee	\$	1.50	for each contribution received as a result of these telemarketing programs
Credit Card/Check by Phone Processing	\$	2.00	per transaction
<u>Fulfillment Costs</u>			
Shipping, Mail, Express		At Cost	
Fulfillment Letters	\$	1.01	plus postage and stationery *

Rev 8.1.16

List Rentals/Outside Purchases

All list rentals and outside purchases of both products and services procured by InfoCision will be billed at cost plus a 17.65% mark-up.

Creative Services

\$ 85.00 per hour

* Normal InfoCision fulfillment package includes live first class postage on the carrier and return envelopes.

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Attached hereto and marked Exhibit I are provisions that may be required by various states.

The parties have executed this Agreement as of the last date set forth below.

Citizens United

By: 

Print Name: Michael Boos

Title: Executive Vice President

Date: 1/6/2017

By: 

Print Name: JT Mastranadi

Title: Vice President – Government Affairs

Date: 1-6-2017

InfoCision, Inc. dba InfoCision Management Corporation

By: 

Print Name: Steve Brubaker

Title: Chief of Staff

Date: 1/6/17

By: 

Print Name: Jeffrey LeBlanc

Title: Vice President of Client Services

Date: 1/10/17

EXHIBIT I

The Agreement between InfoCision and Client is not a percentage-based agreement, and the following language is provided only for purposes of complying with the contract disclosure requirements of the states set forth below. InfoCision is to be paid a fixed fee per volunteer or fixed fee per completed call as set forth in the Schedule and said compensation provisions shall be controlling. Client exercises control and approval over the content and frequency of all solicitations.

- a. For purposes of providing language to comply with the laws of the various states requiring a minimum percentage disclosure, the Agreement shall be modified to add the following section:

Client shall receive a guaranteed minimum of one tenth of one percent (0.1%) of gross revenue.

- b. For purposes of providing language to comply with the laws of the various states requiring an estimated percentage disclosure, the main Agreement shall be modified to add the following section:

This contract is not a percentage based contract. However, it is estimated that Client shall receive two percent (2%) of gross revenue. This is an estimated percentage based upon the estimated number of contacts, average pledge fulfillment and experience of similar campaigns. All financial arrangements as stated in the Agreement shall remain in effect and unchanged. For the purpose of the states of Wisconsin and New Hampshire, Client is guaranteed a percentage of the gross revenue which is no less than the reasonable estimate less 10 percent of the gross revenue.

- c. For purposes of providing language to comply with the laws of the various states requiring a fixed or guaranteed percentage disclosure and/or a percentage which shall be received by InfoCision, the Agreement shall be modified to add the following section:

Client shall receive as a result of this solicitation campaign one tenth of one percent (0.1%) and InfoCision shall receive ninety-eight percent (98%) of all funds raised. The amount going to InfoCision is an estimated percentage based upon previous experience of similar campaigns conducted by InfoCision. This shall not affect or alter compensation provisions as provided in the Agreement.

- d. For purposes of the state of California only, the contract shall be modified to add the following sections:

Solicitation activity is to commence on January 1, 2017, within the State of California or ten (10) working days after receipt of the Agreement by the Attorney General. Each contribution in the control or custody of InfoCision shall, within five (5) working days of receipt, be deposited in an account at a bank or other federally insured financial institution that is solely in the name of Client and over which Client has sole control of withdrawals.

Client has the right to cancel this Agreement without cost, penalty, or liability for a period of ten (10) days following the date on which the contract is executed. Client may exercise this right by serving a written notice of cancellation on InfoCision. Said notice must be provided by certified mail, return receipt requested, and cancellation shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. Any funds collected after effective notice of cancellation shall be deemed to be held in trust for the

benefit of Client without deduction for costs or expenses of any nature, and Client shall be entitled to recover all funds collected after the date of cancellation.

Following the foregoing initial ten (10) day cancellation period, Client may terminate this Agreement by giving thirty (30) days' written notice. Said notice must be provided by certified mail, return receipt requested, and shall be deemed effective upon the expiration of five (5) calendar days from the date of mailing. In the event of termination under this subsection, Client shall be liable for services provided by InfoCision up to thirty (30) days after the effective service of the notice. In addition, following the initial ten (10) day cancellation period, Client may terminate this Agreement at any time upon written notice, without payment or compensation of any kind to InfoCision, if InfoCision or its agents, employees, or representatives make(s) any material misrepresentations in the course of solicitations or with respect to Client; are found by Client to have been convicted of a crime arising from the conduct of a solicitation for a charitable organization or purpose punishable as a misdemeanor or a felony; or otherwise conduct fundraising activities in a manner that causes or could cause public disparagement of Client's good name or good will.

- e. For purposes of the states of **Alaska, Illinois, Massachusetts and Oregon** only, the contract shall be modified to add the following section:

InfoCision shall be authorized by Client to conduct solicitations on a nationwide basis during the term of this agreement. InfoCision projects \$8,000,000 in gross revenue to be raised from this campaign. InfoCision estimates expenses related to the campaign to be \$8,879,000. The estimated figures are based upon experience of similar campaigns conducted by InfoCision. This shall not affect any of the other terms including compensation as set out in the Agreement. The books and records of fundraising activities shall be kept at the address of Client as provided in the Agreement.

- f. For purposes of the State of **Arkansas** only, the following shall apply:

The names and addresses of all persons making contributions to Client and the amounts thereof shall be delivered to Client at the request of Client and at any reasonable time.

- g. For purposes of the State of **Hawaii** only, the following shall apply:

Services will commence with respect to solicitation in Hawaii of contributions for a charitable organization on **January 1, 2017**.

- h. For purposes of the State of **Indiana** only, the following shall apply:

The average percentage of gross contributions received by sponsoring organizations as a result of campaigns conducted by InfoCision in the three years preceding this agreement is fifty-seven percent (57%). At least every 90 days, InfoCision shall provide Client with access to and use of information concerning contributors, including the name, address and telephone number of each contributor and the date and amount of each contribution.

- i. For the purposes of the State of **Mississippi**, the following shall apply:

Solicitation activity is to commence on **January 1, 2017**, within the State of Mississippi or ten working days after the contract is received by the Office of the Secretary of State.

All oral and written presentations to be used by InfoCision (and any material changes thereto), shall have been reduced to a writing and shall have been reviewed and approved by client. Client exercises control and approval over the content and volume of any solicitation

Solicitation activity and the contract will terminate on **December 31, 2018**, within the State of Mississippi.

- j. For the purposes of the States of Ohio, the following shall apply:

It is estimated that Client shall receive one-tenth of one percent (0.1%) of gross revenue. This is an estimated percentage based upon the estimated number of contacts, average pledge fulfillment and experience of similar campaigns. Pursuant to the laws of the state of Ohio, Client is guaranteed a percentage of the gross revenue of which is not less than ninety percent (90%) of the estimated percentage.

- k. For the purposes of the States of Oregon and New Hampshire, the following shall apply:

The name and address of each person pledging to contribute, together with the date and amount of the pledge, shall be the sole exclusive property of Client with no rights to transfer, sell, rent, or otherwise cause same to be used except by Client.

- l. For the purposes of the State of South Carolina only, the following shall apply:

Any list provided by the charitable organization of the names, postal addresses, telephone numbers, email addresses, and the dates and amounts of each donation, of each contributor to a solicitation campaign organized pursuant to Chapter 56 is the property of Client. InfoCision shall maintain this list throughout the duration of the solicitation campaign until the list is transferred to the charitable organization as required by Chapter 56 and will not withhold the list from the charitable organization, restrict any use of the list by the charitable organization, transfer possession or control of the list, permit the use of the list by any person not so authorized by the charitable organization, or use the list for the benefit of any person other than Client, without the explicit written consent of Client.

- m. For purposes of the state of New York only, the contract shall be modified to add the following section:

Contract will commence on **January 1, 2017**, within the state of New York.

Contract will terminate on **December 31, 2018**, within the state of New York.

Client's right to cancel this contract. It is understood by both parties that the charitable organization has the right under New York State law to cancel this contract and that the charitable organization does not have to give any reason for the cancellation. By law, the parties to this contract cannot waive or modify this right by any pre-existing agreement or by any subsequent agreement between the parties. Therefore, the charitable organization may cancel this contract without cost, penalty or liability if the charitable organization notifies InfoCision in writing as provided below.

Period under which contract may be canceled. If InfoCision is registered with the New York State Office of the Attorney General Charities Bureau the charitable organization may cancel this contract at any time up to and including the fifteenth day after this contract was filed by InfoCision with the New York State Office of the Attorney General, Charities

Bureau. If, however, InfoCision is not registered with the New York State Office of the Attorney General, Charities Bureau at the time this contract is signed, the charitable organization may cancel at any time after it is signed.

Procedure for cancelling this contract. The charitable organization may cancel this contract by giving InfoCision written notice of cancellation. This notice can be in the form of a letter indicating that the charitable organization does not intend to be bound by the contract. The notice of cancellation may be hand-delivered or mailed to InfoCision. If mailed, it must be sent to the following address: InfoCision, Inc., 325 Springside Drive, Akron, Ohio 44333.

The charitable organization must mail a duplicate copy of the written notice of cancellation to the Office of the Attorney General at the address listed below:

Charities Bureau
Office of the Attorney General
The Capitol
Albany, NY 12224

When Cancellation is effective. If the notice of cancellation is hand-delivered, the cancellation is effective as soon as it is delivered to InfoCision. If the notice of cancellation is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed and postage pre-paid, in a mailbox.

- n. For the purposes of the State of ~~Pennsylvania~~, the following shall apply:

Guarantee to Client. Client shall receive as a result of this solicitation campaign, a minimum guarantee of one tenth of one percent (0.1%) of gross revenue. This shall not affect or alter compensation provisions as listed in the main Agreement.

Percentage to Professional Solicitor. Client agrees that InfoCision shall be compensated pursuant to the terms of the agreement which is estimated to be ninety-eight percent (98%) of gross revenue. This estimated percentage is based on projected figures for average pledge amount participation percentage and fulfillment percentage. While every project varies in results and yield, this assumption is based on industry standards. This shall not affect or alter compensation provisions as listed in the main Agreement.

Solicitation activity is to commence on **January 1, 2017**, within the Commonwealth of Pennsylvania or ten (10) working days after the Solicitation Notice is received by the Department of State, Bureau of Charitable Organizations and/or is approved by the Department of State Bureau of Charitable Solicitations.

Solicitation activity and the contract will terminate on **December 31, 2018**, within the Commonwealth of Pennsylvania.

- o. For the purposes of the State of ~~Tennessee~~ the following shall apply:

InfoCision shall not receive donations on behalf of Client, does not have access to the funds raised and does not make deposits to and does not have signature authority with, or any other authority over Client's bank accounts.

- p. For the purposes of the State of Vermont the following shall apply:

Chapter 63 of Title 9 of the Vermont Statutes Annotated requires a paid fundraiser to provide the fundraiser's charitable sponsor, within sixty (60) days after the end of a solicitation campaign, with a statement setting out the name and address of each contributor and the amount of the contribution; the amount of the gross receipts; and an itemized list of all expenses, commissions, and other costs incurred in the campaign. The law also gives charities other rights, including the right to cancel this contract or to recover damages, or both, in certain circumstances. Contact the Vermont Attorney General for further information.

In accordance with 9 Vt. Stat. Annot. § 2472 the organization, notwithstanding any other provision in the contract, shall have the unrestricted right to the use of the list of Vermont residents who donated to the campaign. Further, organization shall be provided with the addresses of those donors, as well as the amount of each donation.